

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Fratelli Group

2. Registration No.

5867

3. Name of Foreign Principal

Government of Colombia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Fratelli Group will provide public relations services to the Government of Colombia in connection with the U.S.-Colombia Trade Promotion Agreement and other interests of the Government of Colombia. These services include conducting outreach to the media on a targeted and as-needed basis and/or preparing communications with representatives of the U.S. government and the U.S. Congress. The services will also include meetings with the foreign principal from time to time.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Fratelli Group will engage in the following activities on behalf of the Government of Colombia:

- Contact members of the media in connection with the U.S.-Colombia Trade Promotion Agreement and other interests of the Government of Colombia
- Prepare informational materials
- Provide advice and counsel on media strategy, including monitoring news

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities on behalf of the foreign principal will focus on media relations. These activities may include communications with representatives of various media on behalf of the

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 18, 2014	Francis O'Brien, Principal	/s/ Francis O'Brien eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

EXTENSION No. 2 Y ADDENDUM No. 2 TO THE SERVICES CONTRACT NO.354-13 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

The undersigned, **MARIO MEJIA CARDONA**, identified with the Citizenship Card [REDACTED] issued in Bogota, acting in his capacity as Sub director of Operations, pursuant to Decree N° 35554 dated September 27, 2010 and the Possession Act N° 099 dated September 27, 2010, and in accordance with the faculties granted through Resolution N° 3016 dated December 31 2010, Resolution N° 2286 dated September 28, 2011 and Resolution N°2638 dated August 24, 2012, does hereby act in name and on behalf of **THE ADMINSTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**, hereinafter referred to as **THE ENTITY**; and for the other party, **FRANCIS O'BRIEN**, who acting in his capacity as Director and as duly authorized does hereby act on behalf of **THE FRATELLI GROUP INC.**, a company duly organized and existing under the laws of the District of Columbia in the United States of America, in accordance with the Certificate of Incorporation issued by the Superintendent of Corporations (Department of Consumer and Regulatory Affairs) of the District of Columbia and the articles of incorporation that are part of this document, who for the effects of this extension and addendum shall be referred hereinafter as **THE CONTRACTOR**, have agreed to the following extension No. 2 and addendum No. 2 to the provision of services contract 354-13, subject to the following considerations: **FIRST:** Whereas on 7 November 2013 the provision of services contract 354-13 was entered into by the parties, whose purpose, in accordance with its first clause, is: *THE CONTRACTOR binds itself to provide to THE ENTITY, by its own means with full technical and administrative autonomy, the services leaded to develop and support the execution of the public relations and communications strategy pursued by the National Government in the United States of America*. **SECOND:** Whereas, in accordance with the fourth clause of the main contract, its execution was agreed to terminate on July 31, 2014. **THIRD:** Whereas, in accordance with the second clause of the main contract, its value was agreed to be the amount of **TWO HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA AND SIXTY-FOUR CENTS (US\$226,844.64)**, which is to be paid by **THE ENTITY** to **THE CONTRACTOR** by expired month or proportional by fraction in equal installments, each one for the amount of **TWENTY FIVE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA AND EIGHTY CENTS (US\$25,777.80)**. **FOURTH:** Whereas according to the document signed on July 30, 2014 the contract was extended until November 30, 2014 and its value was increased by the amount of **US\$103,111.20**, for a total value of **US\$329,955.84**. **FIFTH:** Whereas by means of MEM14-00016046/ JMSC 140200 dated November 27, 2014 the contract supervisor requested to increase the contract in the amount of **US\$10,311.12** and to extend its period of performance until **December 12, 2014**, *"(...) since it is essential to have this service and to guarantee the continuance of its provision for the compliance of the obligations of this Dependence,"* as well to change its supervisor. **FIFTH (sic):** Whereas the seventeenth clause of the main contract provides: **"AMENDMENTS, ADDITIONS AND EXTENSIONS: the parties agree that any amendment, inclusion or extension to this contract and/or any document that is part of the same, shall only be made by written agreement between the parties"**. In light of the aforementioned, the parties hereby agree to the following: **FIRST CLAUSE.-**To extend the execution term of the service contract N°354-13 until **December 12, 2014**. **SECOND CLAUSE.-** To increase the value of the service contract N°354-13 by the amount of **TEN THOUSAND THREE HUNDRED ELEVEN DOLLARS OF THE UNITED STATES OF AMERICA AND TWELVE**

EXTENSION No. 2 Y ADDENDUM No. 2 TO THE SERVICES CONTRACT NO.354-13 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

CENTS (US\$10,311.12), for a total accrued value of THREE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA AND NINETY-SIX CENTS (340,266.96), sum which THE ENTITY will pay THE CONTRATOR through its payment office, based on the services effectively rendered, in accordance with the provisions of the second clause of the main contract and the approval of the modification to the constituted guarantee, through the execution of this extension No. 2 and addendum No. 2. **THIRD CLAUSE.-**To modify the tenth clause of the main contract, as follows: "**TENTH. SUPERVISION:** the coordination, supervision and control over the execution of this contract will be charged to the Director for Communication Strategy, who will protect the interests of DAPRE and will also be tasked with whichever functions would be appropriate in a contract of this nature and sort, those established in the Recruitment Handbook." **FOURTH CLAUSE.- BUDGET AVAILABILITY:** the execution of the payments of this extension No. 2 and addendum No. 2, shall be subject to the budget appropriations ordered chargeable to the Certificate of Budget Availability N°81314 issued on November 27, 2014 by the Coordinator of the Budget Group of the Presidency of the Republic. **FIFTH CLAUSE.-MODIFICATION TO THE BANKING GUARANTEE:** THE CONTRACTOR commits to modify the value and validity provided in the banking guarantee, in accordance with the terms of this extension No. 2 and addendum No. 2, as per the ninth clause of the main contract. **SIXTH CLAUSE.- VALIDITY OF THE PROVISIONS:** all the remaining provisions of the main contract will continue in force as long as they are not contrary to the provisions of this extension No. 2 and addendum No. 2. **SEVENTH CLAUSE.-PERFECTION OF THE EXTENSION AND ADDENDUM:** This extension No. 2 and addendum No. 2 shall become fully binding upon its signature by the parties involved.

BY THE ENTITY,

BY THE CONTRACTOR,

MARIO MEJIA CARDONA

FRANCIS O'BRIEN

Director

Sub director of Operations

The Fratelli Group Inc.

Administrative Department of the Presidency of the Republic



PRÓRROGA N° 2 Y ADICIONAL N° 2 AL CONTRATO DE PRESTACIÓN DE SERVICIOS N° 354 - 13 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC

Los suscritos a saber, por una parte, **MARIO MEJIA CARDONA** identificado con la cédula de ciudadanía N° [REDACTED] expedida en Bogotá quien en su calidad Subdirector de Operaciones, de conformidad con el Decreto N° 3554 del 27 de Septiembre de 2010 y el Acta de Posesión N° 099 del 27 de septiembre de 2010, y según las facultades conferidas mediante las Resoluciones 3016 del 31 de diciembre de 2010, 2286 del 28 de septiembre de 2011 y 2638 del 24 de agosto de 2012, actúa en nombre y representación del **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA**, quien en adelante se denominará **LA ENTIDAD**, y por la otra parte, **FRANCIS O'BRIEN**, quien en su calidad de Director y estando debidamente autorizado actúa en nombre de **THE FRATELLI GROUP INC.**, compañía constituida bajo las leyes del Distrito de Columbia en los Estados Unidos de América, de acuerdo con la Certificación de Incorporación expedida por el "Superintendent of Corporations (Department of Consumer and Regulatory Affairs)" del Distrito de Columbia y los artículos de incorporación, que hacen parte integrante del presente documento, quien para los efectos de esta prórroga y adición se llamará **EL CONTRATISTA**, hemos acordado celebrar la presente prórroga 2 y adicional 2 al contrato de prestación de servicios 354-13, previas las siguientes consideraciones: **PRIMERA:** Que el 7 de noviembre de 2013 se suscribió entre las partes el contrato de prestación de servicios 354-13, cuyo objeto, según la cláusula primera del mismo consiste en que: *"En virtud del presente contrato EL CONTRATISTA se obliga a prestar a LA ENTIDAD, por sus propios medios, con plena autonomía técnica y administrativa, los servicios dirigidos a desarrollar y apoyar la ejecución de la estrategia de comunicaciones adelantada por el Gobierno Nacional en los Estados Unidos de América"*. **SEGUNDA:** Que de conformidad con la cláusula cuarta del contrato principal el plazo de ejecución del mismo se pactó hasta el 31 de julio de 2014. **TERCERA:** Que de conformidad con lo establecido en la cláusula segunda del contrato principal el valor del mismo se pactó en la suma de **DOSCIENTOS VEINTISEIS MIL OCHOCIENTOS CUARENTA Y CUATRO DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA CON SESENTA Y CUATRO CENTAVOS (US\$226.844,64)**, que LA ENTIDAD cancelará al CONTRATISTA, mes vencido o proporcional por fracción en cuotas iguales, cada una de **VEINTICINCO MIL SETECIENTOS SETENTA Y SIETE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA CON OCHENTA CENTAVOS (US\$25.777,80)**. **CUARTA:** Que mediante documento suscrito el 30 de julio de 2014, se prorrogó la vigencia del contrato 354-13 hasta el **30 de noviembre de 2014** y se adicionó su valor hasta la suma de **US\$103.111,20**, para un valor total de **US\$329.955,84**. **QUINTA:** Que mediante MEM14-00016046 / JMSC 140200 del 27 de noviembre de 2014, el supervisor del contrato, solicita prorrogar el contrato hasta el **12 de diciembre de 2014** y adicionarlo en la suma de **US\$103.111,12** *"(...) ya que es indispensable contar con este servicio y garantizar la continuidad para el cumplimiento de las obligaciones de esta Dirección"*, así como cambiar el supervisor del mismo. **QUINTA:** Que la cláusula décima séptima del contrato principal establece: **"MODIFICACIONES, ADICIONES Y PRÓRROGAS:** Las partes convienen que cualquier modificación, adición y/o prórroga a lo pactado en el presente contrato y/o a cualquier documento que haga parte integral del mismo, sólo podrán realizarse mediante acuerdo escrito por las partes". Por lo anterior, las partes acuerdan: **CLÁUSULA PRIMERA.-** Prorrogar el plazo de ejecución del contrato de prestación de servicios N° 354-13 hasta el **12 de diciembre de 2014**. **CLÁUSULA SEGUNDA.-** Adicionar el valor del contrato de prestación de servicios N° 354-13 en la suma de **DIEZ MIL TRESCIENTOS ONCE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA CON DOCE CENTAVOS (US\$10.311,12)**, para un valor total acumulado del contrato de **TRESCIENTOS CUARENTA MIL DOSCIENTOS SESENTA Y SEIS DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA CON NOVENTA Y SEIS CENTAVOS (US\$340.266,96)**, adición que LA ENTIDAD cancelará al CONTRATISTA a través de su pagaduría, con base en los servicios efectivamente prestados, de conformidad con lo establecido en la cláusula segunda del contrato principal y aprobación de la modificación a la garantía constituida, por la suscripción de la presente prórroga 2 y adicional 2. **CLÁUSULA TERCERA.** Modificar la cláusula décima del contrato principal, la



Libertad y Orden

**PRÓRROGA N° 2 Y ADICIONAL N° 2 AL CONTRATO DE PRESTACIÓN DE SERVICIOS N° 354 – 13
CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA
REPUBLICA Y THE FRATELLI GROUP INC**

cual quedará así: **"DÉCIMA. SUPERVISIÓN:** La coordinación, supervisión y control de ejecución de este contrato estará a cargo del Director para la Estrategia de Comunicación, quien velará por los intereses del DAPRE y tendrá además de las funciones que por la índole y naturaleza del contrato le sean propias, las establecidas en el Manual de Contratación." **CLÁUSULA CUARTA. - DISPONIBILIDAD PRESUPUESTAL:** La realización de los pagos de la presente prórroga 2 y adicional 2, se subordina a las apropiaciones que con tal fin se ordenen con cargo al Certificado de Disponibilidad Presupuestal 81314 expedido el 27 de noviembre de 2014 por la Coordinadora del Grupo de Presupuesto del Departamento Administrativo de la Presidencia de la República. **CLÁUSULA QUINTA.- MODIFICACIÓN DE LA GARANTÍA BANCARIA:** EL CONTRATISTA se compromete a efectuar la modificación del valor y vigencia asegurados en la garantía bancaria, de conformidad con los términos de la presente prórroga 2 y adicional 2, según lo establecido en la cláusula novena del contrato principal. **CLÁUSULA SEXTA.- VIGENCIA DE LAS ESTIPULACIONES:** Todas las demás estipulaciones del contrato principal, la prórroga 1 y adicional 1, continúan vigentes en cuanto no sean contrarias a lo establecido en la presente prórroga 2 y adicional 2. **CLÁUSULA SÉPTIMA.- PERFECCIONAMIENTO:** La presente prórroga 2 y adicional 2, se entiende perfeccionada con la firma de las partes intervinientes

128 NOV. 2014

Para constancia, se firma el

POR LA ENTIDAD,**POR EL CONTRATISTA,**


MARIO MEJÍA CARDONA
Subdirector de Operaciones
Departamento Administrativo
Presidencia de la República

FRANCIS O'BRIEN
Director
The Fratelli Group Inc.

Vº Bº


ADRIANA MARTÍNEZ SANCHEZ
Jefe Área de Contratos

Proyectó: mariagomez